

**Fiber Terminations Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation and
Eschelon Telecom of Arizona Inc. (formerly Advanced Telecommunications Inc.)
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eschelon Telecom of Arizona Inc. (formerly Advanced Telecommunications Inc.) ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the state of Arizona which was approved on April 28, 2000 ("Agreement").

WHEREAS, the Parties agree to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding rates for Fiber Terminations as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree the rates in this document are for limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different rates in other contexts.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

The Parties have negotiated and arbitrated language of a replacement interconnection agreement, which is fully executed and filed with the Commission in Docket Nos. T-03406A-06-0572, T-01051B-06-0572 (the "Arbitration Docket") but is not yet effective as of execution of this Amendment. If the Commission approves the replacement agreement from the Arbitration Docket before the Commission approves this Amendment, the replacement agreement (and not this Amendment) shall be the effective interconnection agreement between the Parties. In any

event, upon approval of that replacement agreement, this Amendment shall be superseded by the replacement agreement.

Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the replacement agreement from the Arbitration Docket and the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions of Exhibit A in the State of Arizona.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Eschelon Telecom of Arizona Inc.
(formerly
Advanced Telecommunications Inc.)**



Signature

J. Oxley

Name Printed/Typed


VP General Counsel

Title

10/12/09

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

10/12/09

Date

**Eschelon / Qwest Exhibit A
Compliance Filing**

					Notes		
					REC	REC per Mile	NRC
					Recurring	Recurring per Mile	Non-Recurring
8.0 Collocation							
8.1 All Collocation							
8.1.8 Collocation Terminations							
8.1.8.1.4 Fiber Terminations							
8.1.8.1.4.1 Fiber Terminations, per 12 Fibers					\$12.39		\$1,601.47
8.1.8.1.4.2 Cable Racking, Shared, per 12 Fibers					\$19.61		
8.1.8.1.4.3 Cable Racking, Dedicated					\$1.85		\$1,516.92
8.1.8.1.4.4 Additional Connector, per Each 12 Fiber Connectors					\$0.53		\$435.47
NOTES:							
[1] Rates not approved in cost docket.							
[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.							